

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

PULSEDATA, INC.

Plaintiff,

v.

JUNG HOON SON,

Defendant.

Case No. 1:23-cv-03653-AS

[PROPOSED] STIPULATED CONSENT JUDGMENT

WHEREAS, on May 1, 2023, Plaintiff pulseData, Inc. (“pulseData” or “Plaintiff”) filed the Complaint, Dkt No. 1, in this Action alleging (1) Breach of the Non-Disclosure Agreement (“NDA”); (2) violation of the Defend Trade Secrets Act; and (3) Misappropriation of Trade Secrets under New York Law by Defendant Dr. Jung Hoon Son (“Son” or “Defendant”) (together, the “Parties”);

WHEREAS, this matter comes before the Court on the Stipulation for Entry of the [Proposed] Stipulated Consent Judgment between pulseData and Son;

WHEREAS, the Parties have agreed upon the entry of this order and judgment in connection with settlement discussions;

WHEREAS, the Parties have agreed that this order and judgment shall operate as the final judgment in this action;

WHEREAS, the Parties have agreed to waive appeal of this order and judgment;

WHEREAS, the Court has jurisdiction over the parties and subject matter of this action and venue is proper in this District;

It is hereby **ORDERED, ADJUDGED AND DECREED** that:

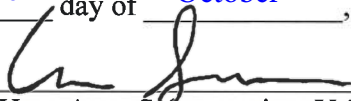
1. Defendant shall not possess, use, and/or disclose any pulseData Confidential Information as that term is defined in Section 2(a) of the pulseData, Inc. Employee Non-Disclosure and Invention Assignment Agreement entered into between pulseData and Defendant on or about June 2, 2017 (the “NDA”).
2. Within 5 business days of the filing of this Order, Defendant shall draft and execute a full and truthful affidavit with an accounting of any pulseData information taken, copied, or conveyed to third parties without express written consent of pulseData, along with who such information was shared with, the manner in which it was shared, and the approximate date on which it was shared.
3. Defendant agrees that in any future litigation or dispute involving misappropriation of pulseData Confidential Information or any other related matter, he shall, to the best of his abilities, cooperate fully and reasonably. Such cooperation shall include, but is not limited to:
 - a. Providing relevant and necessary documents, records, and information upon reasonable request; and
 - b. Being available for interviews or statements.
4. Defendant shall not make any public statements concerning pulseData except to disclose the fact of his employment at pulseData, and shall further not make, directly or indirectly, any defamatory, harassing, or derogatory statements about pulseData for a period of 12 months from November 13, 2023.
5. Defendant shall not, for a period of twelve (12) months, contact any of the Plaintiff’s current customers or clients, and shall not, for a period of twenty- four (24) months,

contact officers, directors, or individuals or entities known by Defendant to be investors or prospective investors, directly or indirectly, through any means of communication, including but not limited to telephone calls, text messages, emails, letters, social media messages, or in-person visits. Nothing herein shall prevent Defendant from receiving affirmative communications from such individuals or entities, except as otherwise prohibited by the NDA or other agreement between the Parties. pulseData may, at its sole discretion, provide Defendant a list of current investors and clients.

6. Defendant shall not, for a period of eighteen (18) months, work in the field of medical data analytics and visualization.
7. Defendant shall make a confidential settlement payment to pulseData in amounts and pursuant to a schedule set forth in the Confidential Settlement Agreement entered into between the parties.
8. By stipulating to this Stipulated Consent Judgment, neither Party admits liability or to the truth of any allegations in this matter.
9. The Parties will abide by the terms of the Confidential Settlement Agreement.
10. All claims, counterclaims, affirmative defenses and demands in this action are hereby dismissed with prejudice and without costs, disbursements or attorneys' fees to any party, except as described above.
11. This Stipulated Consent Judgment constitutes a final order on the merits of Plaintiff's claims for purposes of res judicata, collateral estoppel, issue preclusion, and claim preclusion.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court retains jurisdiction for the purpose of executing and enforcing the terms of this Stipulated Order.

DONE AND ORDERED at New York, New York on this 20 day of October, 2023.

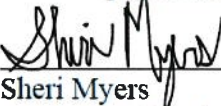


Hon. Arun Subramanian, U.S.D.J.

CONSENTED TO:

Dated: October 19, 2023
New York, New York

Plaintiff pulseData, Inc.



Sheri Myers
Director of People and Performance

Dated: October 19, 2023
New York, New York

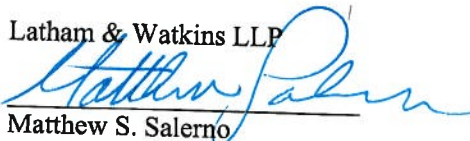
Defendant Dr. Jung Hoon Son



AGREED AS TO FORM AND CONTENT:

Dated: October 19, 2023
New York, New York

Latham & Watkins LLP



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Attorneys for Plaintiff pulseData, Inc.

Dated: October 19, 2023
New York, New York

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